

END USER LICENSE AGREEMENT

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THE "EULA") BEFORE PROCEEDING WITH INSTALLATION OR USE OF THE FVMAT [HEAT TRANSFER META-MATERIAL DESIGN BETA MODULE] (THE "PRODUCT").

THIS EULA CONSTITUTES A BINDING CONTRACT BETWEEN THE ORGANIZATION ON BEHALF OF WHICH YOU ARE DOWNLOADING, INSTALLING OR USING THE PRODUCT (THE "ORGANIZATION") OR, IF YOU ARE DOWNLOADING THE PRODUCT ON YOUR OWN BEHALF, THEN IT IS A CONTRACT BETWEEN YOU, AND FVMAT LTD. ("FVMAT").

BY CLICKING "I AGREE", OR DOWNLOADING, ACCESSING, INSTALLING, RUNNING OR USING THE PRODUCT IN ANY WAY (YOUR "ACCEPTANCE"), YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS EULA FOR THE ORGANIZATION OR YOURSELF, AS APPLICABLE, AND CONFIRMING THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION (IF APPLICABLE) TO THESE TERMS. THE TERMS "YOU" AND "YOUR" HEREIN REFER TO YOU OR THE ORGANIZATION, AS APPLICABLE. IN ADDITION, REFERENCES TO "ORGANIZATION" HEREINAFTER IN THIS DOCUMENT SHALL MEAN YOU IF YOU ARE ACTING ON YOUR OWN BEHALF.

THE ORGANIZATION MUST ENSURE THAT THE INDIVIDUALS (EMPLOYEES OR OTHERWISE, HEREINAFTER: "USERS") THAT IT DESIGNATES TO USE THE PRODUCT FOR THE BENEFIT OF THE ORGANIZATION, FULLY COMPLY WITH THE TERMS OF THIS EULA. THE ORGANIZATION SHALL BE LIABLE TO FVMAT FOR ALL ACTS OR OMISSIONS OF THE USERS IN CONNECTION WITH THE PRODUCT, AS THOUGH THE ORGANIZATION ITSELF HAD PERFORMED THOSE ACTS OR OMISSIONS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT ACCESS, INSTALL, RUN OR USE THE PRODUCT IN ANY WAY.

THE VARIOUS COMPONENTS OF THE PRODUCT ARE PROTECTED BY INTERNATIONAL INTELLECTUAL PROPERTY LAWS AND TREATIES AND ARE PROVIDED TO YOU STRICTLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS EULA.

1. Definitions

- 1.1. "Activate" means the validation procedure applied to an installed instance of the Product, which, by using a Key and an Internet connection, the given instance of the Product is verified to be authorized for use by FVMAT in accordance with the Entitlement, and is registered in FVMat's systems for activation. Derivatives of this term shall have correlative meanings.
- 1.2. "Entitlement" means a separate document that you and FVMat have agreed to, which details the scope of the license granted to you, license use parameters and limitations, the duration of the license granted to so, and such other information about the nature and scope of the license granted to you.
- 1.3. "Key" means the technological mechanism that utilizes a unique ID number assigned to each instance of the Product, in order to Activate the Product.
- 1.4. "Term" means duration of the license as specified in the Entitlement.

2. License grant; Product updates

- 2.1. Subject to the terms and conditions of this EULA and the terms of the Entitlement (including any license fees and payment terms specified therein), FVMat grants you a limited, non-exclusive, worldwide, revocable, non-sublicense-able, non-transferrable, license, during the Term of this EULA, to install, run and use the Product only internally within the Organization, pursuant to the use limitations, parameters and quotas specified in the Entitlement.
- 2.2. FVMat may, in its discretion, offer or distribute to you, updates, upgrades or enhancements to the Product. Such updates, upgrades, or enhancements, if and when made available or distributed, will be governed by the terms of this EULA, unless otherwise indicated.

3. **License restrictions and limitations.** Except as expressly provided herein, you may not, and may not allow others to: (i) sub-license, make available, resell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, convey or otherwise provide the Product or any part thereof, including, without limitation, to any third party; (ii) reverse engineer, decompile, or disassemble the Product, or any part thereof, except to the extent that such activities may be your right as guaranteed by applicable law; (iii) modify, adapt, translate, divide, part or revise the Product, or any part thereof, or otherwise use parts, portions or elements of the Product, or create derivative works based on the Product, or any part thereof; (iv) breach any security or licensing mechanism of the Product or any part thereof, or identify or attempt to identify any security vulnerabilities therein; (v) work around or circumvent any technical limitations in the Product; or (vi) use any tool or other means to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Product.
4. **Your obligations; compliance with laws.** You undertake that your use of the Product shall, at all time, comply with all applicable laws, rules and regulations, including export control laws. You may not use the Product for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law.
5. **Intellectual property.** The Product is licensed, not sold, to you. Except for the limited license and rights granted to you pursuant to section 2 above, this EULA does not grant you or assign to you, any other license, right, title, or interest in or to the Product. All rights, title, and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Product, including computer code, graphic design, layout and the user interfaces of the Product, are and will remain at all times, owned by, or licensed, to FVMat.

You acknowledge that the Product constitutes valuable proprietary confidential information of FVMat (or its licensors), and except as explicitly otherwise provided herein, you may not disclose such to any third party, without FVMat's prior written consent. You further agree to protect the same by using the same degree of care, but in no case less than a reasonable degree of care, that you use to prevent the unauthorized dissemination or publication of your own highly confidential information.

6. Term and termination

- 6.1. This EULA is effective and binding upon you upon your Acceptance of this EULA, and shall continue in full force and effect for the Term, or until terminated earlier pursuant to this section.
 - 6.2. You may terminate this EULA at any time by doing all of the following: (i) uninstalling the Product from all computer devices in your possession or control; (ii) disposing of all copies of the Product in your possession or control; (iii) ceasing any further use of the Product. Upon such termination you shall provide FVMat with a written notice in which you confirm that you have complied with requirements (i)- (iii) above.
 - 6.3. FVMat may immediately terminate this EULA and your rights hereunder, by written notice, in the event that: (i) you have materially breached this EULA and have not cured said breach within thirty (30) days of receiving FVMat's notice thereof; (ii) FVMat is required to do so by law; or (iv) FVMat has reason to believe that the Product infringes, or may be found to infringe, the rights of third parties (collectively an "Infringement"). If FVMat terminates the EULA pursuant to the foregoing, you must perform the requirements set forth in section 6.2(i)-(iii) above, and provide such notification to FVMat thereafter as required by the final sentence of Section 7.2.
 - 6.4. Upon termination of this EULA, your licenses pursuant to Sections 2.1 and **Error! Reference source not found.** shall immediately terminate. Termination of this EULA by FVMat will be in addition to, and not in lieu of, any equitable or other remedies available to FVMat.
 - 6.5. Sections 5, 6.4, 8, 9-11 herein shall survive any termination of this EULA and shall continue in full force and effect.
7. **Support and maintenance.** FVMat will provide support, maintenance, upgrades, or updates in connection with the Product only if and to the extent specified in the Entitlement and under the terms specified therein.

8. Disclaimers

8.1. THE PRODUCT IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, FVMAT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, TRADE USAGE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, EXPECTED RESULT, QUALITY, TITLE, PERFORMANCE, SECURITY OR COMPATIBILITY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE PRODUCT, WHETHER MADE BY FVMAT, A REPRESENTATIVE OR OTHERWISE, WHICH IS NOT EXPRESSLY PROVIDED IN THIS EULA, SHALL BE DEEMED TO BE A WARRANTY BY FVMAT FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF FVMAT WHATSOEVER.

9. **Limitation of liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FVMAT AND ITS EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, ADVISORS, AND ANYONE ACTING ON THEIR BEHALF, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY OR PUNITIVE DAMAGES, LOSSES (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION, WITH THIS EULA OR THE PRODUCT EVEN IF FVMAT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COSTS, EXPENSES OR PAYMENTS. WITHOUT DEROGATING FROM THE AFORESAID, IN NO EVENT WILL FVMAT'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE AMOUNT OF 10 DOLLARS.

10. **Governing law and venue.** Regardless of your jurisdiction of residence, the Organization's jurisdiction of incorporation, the jurisdiction where the Organization engages in business or where you access or use the Product from, this EULA and your use of the Product will be exclusively governed by and construed under the laws of the State of Israel. Any dispute, controversy or claim which may arise out of or in connection with this EULA, or the Product shall be under the sole and exclusive jurisdiction and venue of the courts located in Tel Aviv, Israel.

11. Miscellaneous

11.1. You may not assign or delegate this EULA or any of your rights, performance, or obligations hereunder, without FVMat's prior written consent. Any purported assignment without FVMat's prior written consent is void.

11.2. The relationship between you and FVMat is strictly that of independent contractors, and neither party is an agent, partner, joint venturer or employee of the other.

11.3. This EULA constitutes the entire and complete agreement between you and FVMat concerning the subject matter herein. This EULA supersedes all prior oral or written statements, understandings, negotiations and representations with respect to the subject matter herein. If any provision of this EULA is held invalid or unenforceable, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intent of the parties, and the remaining provisions will remain in full force and effect. This EULA may be modified or amended only in writing, signed by the duly authorized representatives of you and FVMat.

11.4. FVMat shall not, by mere lapse of time, without giving express notice thereof, be deemed to have waived any breach by you, of any terms or provisions of this EULA. The waiver, by FVMat, of any breach by you, will not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.